

INVITATION FOR BIDS

IFB

IFB # 2026

Issue Date: March 16, 2011

Title: SET-ASIDE FOR SMALL BUSINESS: Provide all Labor, Material and Equipment Necessary to Provide Drain and Sewer Services for Central Virginia Training Center

Commodity Code: 91381

Issuing Agency: Commonwealth of Virginia
Central Virginia Training Center
POB 1098
Lynchburg, Virginia 24505

**Using Agency And/Or Location
Where Work Will Be Performed:** Central Virginia Training Center
521 Colony Road
Madison Heights, Virginia 24572

Period of Contract: From Award Through One (1) Year

Sealed Bids Will Be Received Until: 4/5/11 @ 2:00 PM For Furnishing the Services
Described Herein And Then Opened in Public.

All Inquiries For Information Should Be Directed To:

Barbara H. DuVal, Contract Officer Phone #: 434-947-6314

IF BIDS ARE MAILED, SEND DIRECTLY TO ISSUING AGENCY SHOWN ABOVE. IF BIDS ARE HAND DELIVERED, DELIVER TO: Administration Building #60, Room 21.

In Compliance with This Invitation For Bids And To All The Conditions Imposed Herein, The Undersigned Offers And Agrees To Furnish The Service At The Price(s) Indicated In The **Pricing Schedule, Section 8.0**

Name and Address of Firm:

ORIGINAL

Date: _____

By: _____

(Signature In Ink)

Name: _____

(Please Print)

E-Mail Address: _____

Title: _____

FEI/FIN NO. _____

Fax Number: () _____

Telephone Number: () _____

An Optional Pre-Bid Conference will be held on 3/25/11 at 10:00 AM. See Section 3.0 herein for further details.

NOTE: This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia, Section 2.2-4300/2.2-4343 or against bidder or offeror because of race, religion, color, sex, national origin, age, disability or any other basis prohibited by state law relating to discrimination in employment.

1.0 PURPOSE

The intent and purpose of this Invitation For Bids (IFB) is to establish a contract with one (1) qualified contractors to provide drain and sewer line services for Central Virginia Training Center, hereinafter called the Agency, an agency of the Commonwealth of Virginia.

2.0 SCOPE OF WORK

The services required of this contract will be for drain and sewer services that are beyond the scope of the Agency's Physical Plant Services [PPS] personnel.

2.1 Requirements: The contractor shall furnish all labor, material and equipment necessary to provide drain and sewer line services as stated herein. The work shall consist of, but not be limited to, the following:

- a. Open (unstop) drain and sewer lines as required. The contractor shall possess the capability and equipment required to service lines with a minimum length of 100 feet and ranging from 1½" to 8" in diameter.
- b. Water jet lines as necessary.
- c. Use of camera(s) (with tracers) to check lines with re-occurring stoppages.
- d. Provide repairs when requested (reference *Section 2.3, Repairs*).

2.2 Work Coordination: All work under this contract shall be scheduled and coordinated with the Agency's designated representative, Mr. Graham Watts, 434-947-6300.

2.3 Repairs: Occasions may arise when repairs to the drain and sewer lines are required. If the lines cannot be unstopped and repair/replacement work is required the contractor shall notify the Agency's representative. The contractor may then be asked to provide an estimate for making the necessary repairs. If the estimated amount of repair is over \$2,000 the contractor will be required to provide a written estimate of the labor hours, materials and equipment required to

perform the repair. Actual repair costs shall not exceed the estimate by more than 10% without the Agency's prior approval. **This estimate is required for planning purposes: it is not to be regarded as a firm, fixed, price.** Payment for all services, including any necessary repair work, shall be made on a time and material basis according to the actual number of labor hours worked and equipment, materials and parts used. Labor hours expended will be substantiated by the contractors' employees' signatures on the Sign-In/Sign-Out Log maintained in Work Control. A one (1) hour minimum payment will be made for all service visits. Hours will be rounded up to the nearest half hour. Parts and materials will be paid according to the discount offered by the contractor (see *Section 8.0, Pricing Schedule*).

The Agency reserves the right to obtain other repair estimate in order to comply with state procurement regulations regarding price reasonableness. If the contractor's estimate is considered unreasonable the contractor will be asked to review his/her estimate and re-submit. If the revised estimate is still considered to be unreasonable, the Agency reserves the right to obtain the repairs from another source.

2.4 Response Time: The contractor shall be on-site within two (2) hours of receiving the telephonic service request.

2.5 Contractor's General Procedures:

- 1.** Each contractor employee shall comply with the following procedures any time work is performed under this contract:
 - a.** Report directly to the PPS Office upon entering the grounds and sign-in on the Sign-In/Sign-Out Log. Indicate arrival time and work location. Pick up keys as necessary.
 - b.** Check in with the Agency's Representative, Mr. Graham Watts.
 - c.** Upon completion of work, leave a signed copy of the service ticket with Mr. Watts (reference *Section 2.5.e* below). Sign-out in the PPS Office indicating departure time and return keys.

- d. Anytime contractor employees enter or depart Agency grounds after normal hours of operation, they shall report to the Communications Center to sign-in/sign-out, pick-up/return keys and turn in service tickets. The Communications Center is located in the lobby of the Administration Building, Bldg. #60.
- e. Upon completion of work, and prior to departure, provide Mr. Watts with a hard copy of the service ticket, which shall include the following information: name and address of contractor, name and title of each employee working that day, date and number of labor hours worked per employee, description and location of work performed, list of equipment and materials used, and signature of contractor's employee. The Agency's Representative or designee will sign the ticket, but this signature shall not be construed as approval of the work performed, but only as an acknowledgement of work performed on that date.

2.6 Hours Worked: Hours for work performed under this contact shall be paid only for productive time on the job site. Time spent for travel, material acquisition, handling and delivering of contractor owned or rented equipment, breaks for lunch or other time employees are away from the job site are not chargeable directly, but shall be included in the hourly rates bid for labor.

(NOTE: Any discrepancy concerning the number of labor hours actually worked on any give project will be settled according to the number of hours indicated on the Sign-In/Sign-Out Log, not the number of hours indicated on the contractor's service ticket).

2.7 Contractor Uniforms: All contractor personnel performing services on Agency grounds shall be readily identifiable. They shall wear appropriate uniform apparel, to include the following:

- 1. Long pants
- 2. Short or long sleeved shirts
- 3. Patch or other insignia identifying name of company
- 4. Name tag

- 2.8 Material and Workmanship:** All work performed under this contract shall be performed by properly trained and competent personnel and shall be performed in a good workmanlike manner in accordance with the Codes and Standards of the industry.

3.0 Optional Pre-Bid Conference:

An optional pre-bid conference will be held at 2:00 PM on 3/25/11 in the Administration Building, Bldg. #60, Conference Room B. The purpose of this conference is to allow potential Bidders an opportunity to present questions and obtain clarification relative to any facet of this solicitation.

While attendance at this conference will not be prerequisite to submitting a bid, Bidders who intend to submit a bid are encouraged to attend.

Bring a copy of the solicitation with you. Any changes resulting from this conference will be issued in a written addendum to the solicitation.

4.0 GENERAL TERMS AND CONDITIONS

4.1 **Vendor's Manual:**

This solicitation is subject to the provisions of the Commonwealth of Virginia Vendor's Manual and any revisions thereto, which are hereby incorporated into this Contract in their entirety. The procedure for filing contractual claims is in section 7.19 of the Vendor's Manual. A copy of the manual is normally available for review at the Purchasing Office and is accessible on the Internet at www.eva.virginia.gov under "Vendors Manual" on the "Vendor" tab.

4.2 **Applicable Law and Courts:**

This solicitation and any resulting Contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia, 2.2-4366*). ADR procedures are described in Chapter 9 of the *Vendors Manual*. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.

4.3 **Anti-Discrimination:**

By submitting their (bids/proposals), (bidders/offerors) certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and Section 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based

organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia, 2.2-4343.1E*)

-In every Contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with Federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

4.4 Ethics In Public Contracting:

By submitting their (bids/proposals), (bidders/offerors) certify that their (bids/proposals) are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other (bidder/offeror), supplier, manufacturer or subcontractor in connection with their (bid/proposal), and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan,

subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

4.5 Immigration Reform And Control Act Of 1986:

By entering into a written contract with the Commonwealth of Virginia, the contractor certifies that the contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

4.6 Debarment Status:

By submitting their (bids/proposals), (bidders/offerors) certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids on Contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

4.7 Antitrust:

By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.

4.8 Mandatory Use Of State Form And Terms And Conditions For IFBs and RFPs:

1. (For Invitation For Bids): Failure to submit a bid on the official State form provided for that purpose shall be a cause for rejection of the bid. Modification of or additions to any portion of the Invitation For Bids may be cause for rejection of the bid; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a bid as non-responsive. As a precondition to its

acceptance, the Commonwealth may, in its sole discretion, request that the Bidder withdraw or modify non-responsive portions of a bid which do not affect quality, quantity, price or delivery. No modification of or additions to the provisions of the Contract shall be effective unless reduced to writing and signed by the parties.

2. (For Request For Proposals): Failure to submit a proposal on the official state form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.

4.9 Clarification of Terms:

If any prospective (bidder/offeree) has questions about the specifications or other solicitation documents, the prospective (bidder/offeree) should contact the buyer whose name appears on the face of this solicitation no later than five (5) working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.

4.10 Payment:

1. **To Prime Contractor:**
 - a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employee identification number (for proprietorships, partnerships, and corporations).
 - b. Any payment terms requiring payment in less than thirty (30) days will be regarded as requiring payment thirty (30) days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than thirty (30) days, however.
 - c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by

the contractor at the contract price, regardless of which public agency is being billed.

- d. The following shall be deemed to be the date of the payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- e. **Unreasonable Charges:** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, Contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the Contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not instate legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia, Section 2.2-4363*).

2. **To Subcontractors:**

- a. A contractor awarded a contract under this solicitation is hereby obligated:
 - 1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - 2) To notify the Agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
- b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the Contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in 2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier Contractor performing under the primary Contract. A Contractor's

obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

3. Each prime contractor who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.
4. The Commonwealth of Virginia encourages contractors and subcontractors to accept electronic and credit card payments.

4.11 Precedence Of Terms:

The following General Terms and Conditions *Vendors Manual*, APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS, CLARIFICATION OF TERMS, PAYMENT shall apply in all instances. In the event there is a conflict between any of the General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

4.12 Qualifications Of Bidders:

The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the Bidder/Offeror to perform the services/furnish the good(s) and the Bidder/Offeror shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect Bidder's/Offeror's physical facilities prior to award to satisfy questions regarding the Bidder's/Offeror's capabilities. The Commonwealth further reserves the right to reject any bid/proposal if the evidence submitted by, or investigations of, such Bidder/Offeror fails to satisfy the Commonwealth that such Bidder/Offeror is properly qualified to carry out the obligations of the Contract and to provide the services/furnish the goods contemplated herein.

4.13 Testing And Inspection:

The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

4.14 Assignment Of Contract:

A Contract shall not be assignable by the Contractor in whole or in part without the written consent of the Commonwealth.

4.15 Changes To The Contract - Changes can be made to the Contract in any of the following ways:

1. The parties may agree in writing to modify the scope of the Contract. An increase or decrease in the price of the Contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the Contract.
2. The Purchasing Agency may order changes within the general scope of the Contract at any time by written notice to the Contractor. Changes within the scope of the Contract include, but are not limited to things such as services to be performed, the method of packing or shipment and the place of delivery or installation. The Contractor shall comply with the notice upon receipt. The Contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the Contract, if the work to be done can be expressed in units, and the Contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the Contractor's records and/or to determine the correct number of units independently; or
 - c. By ordering the Contractor to proceed with the work and to keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the Contract. The same markup shall be used for determining a decrease in

price as the result of savings realized. The Contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the Contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment the question of an increase or decrease in the Contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this Contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia's Vendor's Manual. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this Contract shall excuse the Contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the Contract generally.

4.16 Default:

In case of failure to deliver goods or services in accordance with the Contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.

4.17 RESERVED

4.18 RESERVED

4.19 RESERVED

4.20 Insurance:

By signing and submitting a bid under this solicitation, the Bidder certifies that if awarded the Contract, it will have the following insurance coverage at the time the contract is awarded. For construction Contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with Section 2.2-4332 and 65.2-800 et seq. of the Code of Virginia. The Bidder or Offeror further certifies that the Contractor and any subcontractors

will maintain these insurance coverage during the entire term of contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporate Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

1. Workers' Compensation –Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contracts who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the Code of Virginia during the course of the contract shall be in noncompliance with the contract.
2. Employers Liability -- \$100,000.
3. Commercial General Liability -- \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.
4. Automobile Liability -- \$1,000,000 per occurrence (Only used if motor vehicle is to be used in the contract).
5. Health Care Practitioner (to include Dentists, Licensed Dental Hygienists, Optometrists, Registered or Licensed Practical Nurses, Pharmacists, Physicians, Podiatrists, Chiropractors, Physical Therapists, Physical Therapist Assistants, Clinical Psychologists, Clinical Social Workers, Professional Counselors, Hospitals, or Health Maintenance Organizations):

--\$1,925,000 per occurrence, \$3,000,000 aggregate

Limits increase each July 1 through fiscal year 2008, as follows:

July 1, 2008, - \$2,000,000. This complies with 8.01-581.15 of the Code of Virginia

4.21 Announcement of Award:

Upon the award or the announcement of the decision to award a contract over \$50,000, as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA web site (www.eva.virginia.gov) for a minimum of ten (10) days.

4.22 Drug-Free Workplace:

During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "*drug-free workplace*" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession use of any controlled substance or marijuana during the performance of the contract.

4.23 Nondiscrimination of Contractors:

A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of

his/her objection , access to equivalent goods, services, or disbursements from an alternative provider.

4.24 eVA Business-to-Government Vendor Registration: The eVA Internet electronic procurement solution, web site portal www.eVA.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution either through the eVA Basic Vendor Registration Service or eVA Premium Vendor Registration Service. All bidders or offerors must register in eVA; failure to register will result in the bid/proposal being rejected.

- a. **eVA Basic Vendor Registration Service: \$25 Annual Registration Fee plus the appropriate order Transaction Fee specified below. eVA Basic Vendor Registration Service includes electronic order receipt, vendor catalog posting, on-line registration, electronic bidding, and the ability to research historical procurement data available in the eVA purchase transaction data warehouse.**
- b. eVA Premium Vendor Registration Service: \$25 Annual Registration Fee plus the appropriate order Transaction Fee specified below. eVA Premium Vendor Registration Service includes all benefits of the eVA basic Vendor Registration Service plus automatic email or fax notification of solicitations and amendments.
- c. For orders issued prior to August 16, 2006, the Vendor Transaction Fee is 1%, capped at a maximum of \$500 per order.
- d. For orders issued August 16, 2006 and after, the Vendor Transaction Fee is:
 - (i) DMBE-certified Small Businesses: 1%, capped at \$500 per order.

- (ii) Businesses that are not DMBE-certified Small Businesses: 1%, capped at \$1,500 per order.

The eVA transaction fee will be invoiced approximately 30 days after the corresponding purchase order is issued and payable 30 days after the invoice date. Any adjustments (increases/decreases) will be handled through purchase order changes.

4.25 Availability of Funds:

It is understood and agreed between the parties herein that the Agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

4.26 Set-Asides:

This solicitation is set-aside for DMBE-certified small business participation only when designated “SET-ASIDE FOR SMALL BUSINESSES” in the solicitation. DMBE-certified small businesses are those businesses that hold current small business certification from the Virginia Department of Minority Business Enterprise. This shall not exclude DMBE-certified women-owned and minority-owned businesses when they have received the DMBE small business certification. For purposes of award, bidders/offers shall be deemed small businesses if and only if they are certified as such by DMBE on the due date for receipt of bids/proposals.

4.27 Bid Price Currency:

Unless stated otherwise in the solicitation, bidders/offers shall state bid/offer prices in US dollars.

4.28 Authorization To Conduct Business in the Commonwealth:

A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the *Code of Virginia* or as otherwise required by law. Any

business entity described above that enters into a contract with a public body pursuant to the *Virginia Public Procurement Act* shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

5.0 SPECIAL TERMS AND CONDITIONS

5.1 Advertising:

In the event a Contract is awarded for supplies, equipment, or services resulting from this bid, no indication of such sales or services to the Agency will be used in product literature or advertising. The Contractor shall not state in any of its advertising or product literature that the Commonwealth of Virginia or any agency or institution of the Commonwealth has purchased or uses its products or services.

5.2 Audit:

The Contractor shall retain all books, records, and other documents relative to this Contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The Agency, its authorized agents, and/or State auditors shall have full access to the right to examine any of said materials during said period.

5.3 Availability of Funds:

It is understood and agreed between the parties herein that the Agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

5.4 Award: The Commonwealth will make the awards(s) on TOTAL COST basis to the lowest responsive and responsible Bidder in accordance with the ***Section 6.0, Bid Evaluation Procedures***. The Purchasing Office reserves the right to conduct any test it may deem advisable and to make all evaluations. The Commonwealth also reserves the right to reject any or all bids, in whole or in part, to waive informalities and to delete items prior to making the award, whenever it is deemed in the sole opinion of the procuring public body to be in its best interest.

5.8 Bid Acceptance Period:

Any bid resulting from this solicitation shall be valid for thirty (30) days. At the end of the thirty (30) days, the bid may be withdrawn at the written request of the

Bidder. If the bid is not withdrawn at that time, it remains in effect until an award is made or the solicitation is canceled.

5.9 Cancellation of Contract:

The Purchasing Agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon sixty (60) days written notice to the Contractor. In the event the initial contract period is for more than twelve (12) months, the resulting Contract may be terminated by either party, without penalty, after the initial twelve (12) months of the Contract period upon sixty (60) days written notice to the other party. Any Contract Cancellation Notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

5.10 Contractor/Subcontractor License Requirement:

By my signature on this solicitation, I certify that this firm/individual is providing the goods /service specified.

Contractor Name: _____ Subcontractor Name:

LICENSE #: _____ TYPE: _____

5.11 Identification of Bid/Proposal Envelope:

If a Special Envelope is not furnished, or if return in the Special Envelope is not possible, the signed bid/proposal should be returned in a separate envelope or package, sealed and identified as follows:

From:

Name of Bidder/Offeror

Due Date

Time

Street or Box Number

IFB No./RFP No.

City, State, Zip Code

IFB/RFP Title

Name of Contractor/Purchasing Officer or Buyer

The envelope should be addressed as directed on Page 1 of the solicitation.

If a bid/proposal not contained in the Special Envelope is mailed, the Bidder or Offeror takes the risk that the envelope, even if marked as described above, may be inadvertently opened and the information compromised which may cause the bid or proposal to be disqualified. Bids/proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other bids/proposals should be placed in the envelope.

5.12 Renewal of Contract:

This Contract may be renewed by the Commonwealth for four (4) successive one (1) year periods under the terms and conditions of the original Contract except as stated in 1 and 2 below. Price increases may be negotiated only at the time of renewal. Written notice of the Commonwealth's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.

1. If the Commonwealth elects to exercise the option to renew the Contract for an additional one (1) year period, the Contract price(s) for the additional one (1) year shall not exceed the Contract price(s) of the original Contract increased/decreased by no more than the percentage increase/decrease of the "Services" category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve (12) months for which statistics are available.

2. If during any subsequent renewal periods, the Commonwealth elects to exercise the option to renew the Contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous one (1) year renewal period increased/decreased by more than the percentage increase/decrease of the "Services" category of the CPI-W section of the Consumer Price Index of the United States Bureau

of Labor Statistics for the latest twelve (12) months for which statistics are available.

5.13 Subcontracts:

No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish the purchasing agency the names, qualifications and experience of their proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the Contract.

5.14 Agency Standards of Conduct:

All work shall be performed in accordance with the Agency's *Standards of Conduct* listed in Attachment B.

5.15 Confidentiality:

The Contractor acknowledges and understands that its employees may have access to confidential information, including Protected Health Information (PHI) regarding employees, clients/patients, or the public. In addition, the Contractor acknowledges and understands that its employees may have access to proprietary or other confidential information or business information belonging to the Department of Mental Health, Mental Retardation, and Substance Abuse Services (DMHMRSAS). Therefore, except as required by law, the Contractor agrees that its employees will not:

- Access or attempt to access data that is unrelated to their job duties or authorization;
- Access or attempt to access Protected Health Information (PHI) beyond their stated authorized HIPAA access level;
- Disclose to any other person or allow any other person access to any information related to DMHMRSAS or any of its facilities that is proprietary or confidential and/or pertains to employees, students, patients, or the public. Disclosure of information includes, but is not limited to, verbal discussions, FAX transmissions, electronic mail messages, voice mail communication, written documentation, "loaning" computer access codes and/or another transmission or sharing of data.
- Disclose Protected Health Information (PHI) in violation of HIPAA regulations.

The Contractor understands that DMHMRSAS and its employees, clients/patients, or others may suffer irreparable harm by disclosure of proprietary or confidential information and that DMHMRSAS may seek legal remedies available to it should such

disclosure occur. Further, the Contractor understands that violations of this agreement may result in contract default.

5.16 Protection of Persons and Property:

1. The Contractor expressly undertakes, both directly and through its Subcontractor(s), to take every precaution at all times for the protection of persons and property which may come on the building site or be affected by the Contractor's operation in connection with the work.
2. The Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work.
3. The provisions of rules and regulations governing safety as adopted by the Safety Codes Commission of the Commonwealth of Virginia, issued by the Department of Labor and Industry under *Title 40.1* of the Code of Virginia shall apply to all work under this Contract.
4. The Contractor shall continuously maintain adequate protection of all his/her work from damage and shall protect the Agency's property from injury or loss arising in connection with this Contract. He/She shall make good any such damage, injury, or loss, except such as may be directly due to errors in the Contract documents or caused by agents or employees of the Agency. He/She shall adequately protect adjacent property to prevent any damage to it or loss of use and enjoyment by its Owners. He/She shall provide and maintain all passageways, guard fences, lights, and other facilities for protection required by public authority, local conditions, any of the Contract documents or erected for the fulfillment of his/her obligations for the protection of persons and property.
5. In an emergency affecting the safety or life of persons or of the work, or of the adjoining property, the Contractor without special instruction or authorization from the Agency shall act, at his/her discretion, to prevent such threatened loss or injury. Also, should he/she, to prevent threatened

loss or injury, be instructed or authorized to act by the Agency, he/she shall so act immediately, without appeal. Any additional compensation or extension of time claimed by the Contractor on account of any emergency work shall be determined as provided by [Paragraph 4.15](#), of the General Terms and Conditions.

5.17 Use of Premises and Removal of Debris:

1. The Contractor shall:
 - a. Perform his/her Contract in such a manner as not to interrupt or interfere with the operation of any existing activity on the premises or with the work of any Contractor;
 - b. Store his/her apparatus, materials, supplies, and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of his/her work or the work of any other Contractor; and
 - c. Place upon the work or any part thereof only such loads as are consistent with the safety of that portion of the work.
2. The Contractor expressly undertakes, either directly or through his/her Subcontractor(s), to effect all cutting, filling, or patching of his/her work required to make the same conform to the drawings and specifications, and except with the consent of the Agency, not to cut or otherwise alter the work of any other Contractor. The Contractor shall not damage or endanger any portion of the work or premises, including existing improvements, unless called for by the Contract.
3. The Contractor expressly undertakes, either directly or through his/her Subcontractor(s), to clean up frequently all refuse, rubbish, scrap materials, and debris caused by his/her operations, to the end that at all times the site of the work shall present a neat, orderly, and workmanlike appearance. No such refuse, rubbish, scrap material, and debris shall be left within the completed work nor buried on the building site, but shall be removed from the site and properly disposed of in a licensed landfill or otherwise as required by law.

4. The Contractor expressly undertakes, either directly or through his/her subcontractor(s), before final payment, to remove all surplus material, false work, temporary structures, including foundations thereof, plants of any description and debris of every nature resulting from his/her operations and to put the site in a neat, orderly condition; to thoroughly clean and leave reasonably dust free all finished surfaces including all equipment, piping, etc., on the interior of all buildings included in the Contract; and to thoroughly clean all glass installed under the Contract including the removal of all paint and mortar splatters and other defacements. If a Contractor fails to clean up at the completion of the work, the Agency may do so and charge for costs thereof to the Contractor.
5. During and at completion of the work, the Contractor shall prevent site soil erosion, the runoff of silt and/or debris carrying water from the site, and the blowing of debris off the site in accordance with the applicable requirements and standards of the *Virginia Erosion and Sediment Control Handbook*, latest edition, and of the Contract documents.
6. The Contractor shall not operate or disturb the settings of any valves, switches or electrical equipment on the service lines to the building except by proper previous arrangement with the Agency. The Contractor shall give ample advance notice of the need for cut-offs which will be scheduled at the convenience of the Agency.

5.18 Work Site Damages:

Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this Contract shall be repaired to the Agency's satisfaction at the Contractor's expense.

5.19 Guiding Principles for Storage and Disposal of Gloves:

While recognizing that employees need gloves to safely perform many job duties, we also recognize that disposable gloves pose very serious risks for individuals, who may try to such, chew or swallow the gloves due to their intellectual disabilities. With this in mind, it is extremely important for the safety and welfare

of the people who live at this facility that all employees fully know what is expected of them regarding handling of gloves and the consequences for failing to act in a responsible manner. The facility policy on safe handling of gloves includes detailed information regarding procedures for storage and disposal of gloves. The following principles are taken from the policy and must be followed by every employee who works at this facility including all **contract employees**, students and volunteers.

- A. Unused gloves are always stored in designated areas that remain locked at all times.
- B. Gloves are not stored in bedrooms under any conditions.
- C. Used gloves are disposed of immediately in designated glove boxes. Always remember used gloves go into a plexiglass hole.
- D. When the used glove boxes are full, they are emptied into a covered, universally labeled trashcan that is in a location designated solely for the disposal of liners containing used gloves taken from the glove boxes.
- E. No other waste will be placed in the covered, universally labeled trashcan other than used gloves.
- F. No loose gloves will be placed in the designated trashcans.

The contract administrator will review the glove disposal policy with the contractor and have the contractors employees take and pass the glove disposal test. The contractor will be responsible for gathering all employees that will provide on-site service under this contract so that the review and test can be performed one time for all applicable employees.

- 5.20 Tobacco-Free Workplace:** During the performance of this contract, the contractor agrees to adhere to the facility's tobacco-free workplace policy. No later than October 10, 2007, tobacco use will be prohibited on facility grounds

and structures. Contractor agrees to ensure its employees and any subcontractors remain tobacco-free while on facility grounds and in facility structures, including in their personal vehicles when located on [facility](#) grounds.

6.0 BID EVALUATION PROCEDURES

Bids will be evaluated on the basis of the firm, fixed rates for the four (4) categories listed in *Section 8.0, PRICING SCHEDULE*. The low bidder shall be determined using the following **hypothetical scenario**:

During the contract period the contractor provides service in accordance with the number of hours indicated below [**Bidder: DO NOT FILL IN THE BLANK SPACES, this example is only intended to illustrate the evaluation procedure to be used**].

1. Drain Cleaning Services: 50 hours x \$_____/hr = \$_____

2. Water Jet Service: 10 hours x \$_____/hr = \$_____

3. Camera Service: 10 hours x \$_____/hr = \$_____

4. Line Repair: 10 hours x \$_____/hr = \$_____

5. Parts & Materials: \$2000 x _____% = \$_____

Total: = \$_____

(Note: Describe the charge, the dollar amount and the appropriate unit of measure – each, hourly, etc.)

**Attachment A
VENDOR DATA SHEET**

Pg. 1 of 2

Please fill out the following information as complete as possible. This information will enable us to verify all current Vendor Profiles. . If further information is needed, contact the Purchasing Office at (434) 947-6314.

Vendor Name:_____Trade Name:_____

DUNS Number:_____FEIN Number:_____

Phone Number:_____Fax Number:_____

Email:_____Service Area of Business:_____

Ordering Address:_____

Ordering Point of Contact:_____Title:_____

Invoice Address:_____

Invoicing Point of Contact:_____Title:_____

Solicitation Address:_____

Solicitation Point of Contact:_____Title:_____

Commodities:_____

SWAM Information - Please mark as applicable.

REPRESENTATION AND CERTIFICATION

Small Business: Vendor certifies that it [] is, [] is not, a corporation, partnership, sole proprietorship, or other legal entity formed for the purpose of making a profit, which independently owned and operated, has either fewer than 100 employees or less than \$1,000,000.00 in annual gross receipts.

Woman-Owned/Controlled: Vendor certifies that it [] is, [] is not, a business enterprise at least 50% of which is owned by females or in the case of a publicly owned business at least 51% of the stock of which is owned by females.

Minority-Owned/Controlled: Vendor certifies that it [] is, [] is not, a business enterprise that is owned or controlled by one or more socially or economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons included, but are not limited to Blacks, Hispanics, Asian Americans, American Indians, Eskimos and Aleuts.

NAME:_____

SIGNATURE:_____

TITLE:_____

DATE:_____

**ATTACHMENT A
VENDOR DATA SHEET**

Pg 2 of 2

Note: The following information is required as part of your response to this solicitation. Failure to complete and provide this sheet may result in finding your bid nonresponsive

1. Qualification: The Vendor must have the capability and capacity in all respects to satisfy fully all of the contractual requirements.

2. Vendor's Primary Contact:

Name _____ Phone: _____

3. Years in Business: Indicate the length of time you have been in business providing this type of good or service:

_____ Years _____ Months

4. Vendor Information:

FIN or FEI Number: _____ If Company, Corporation or Partnership

Social Security Number: _____ If Individual

5. Indicate below a listing of at least four (4) current or recent accounts, either commercial or governmental, that your company is servicing, has serviced, or has provided similar goods. Include the length of service and the name, address, and telephone number of the point of contact.

A. Company _____ Contact: _____
Phone: _____ Fax: _____
Project _____
Dates of Service: _____ \$Value _____

B. Company _____ Contact: _____
Phone: _____ Fax: _____
Project _____
Dates of Service: _____ \$Value _____

C. Company _____ Contact: _____
Phone: _____ Fax: _____
Project _____
Dates of Service: _____ \$Value _____

D. Company _____ Contact: _____
Phone: _____ Fax: _____
Project _____
Dates of Service: _____ \$Value _____

I certify the accuracy of this information.

Signed _____ Title _____ Date: _____

ATTACHMENT B
CENTRAL VIRGINIA TRAINING CENTER
STANDARDS OF CONDUCT FOR OUTSIDE CONTRACTORS

1. Clients are to be treated with utmost consideration. They are not to be encouraged or permitted to enter the limits of construction. If problems of this type occur, contact the Facility Inspector. If he is not available, you may contact the Buildings and Grounds Office (947-6300) or the Facility Police by calling the Switchboard (947-6000). If you are using an In-House telephone, dial the last five (5) digits (i.e. 7-6300).
2. It is expected that the Contractor's employees will treat all persons including Clients, Staff and Visitors in a dignified manner at all times.
3. **DO NOT** give Clients money, cigarettes, food, or other items, even if they ask for them. This reinforces unacceptable behavior. Many of our Clients are on strict diets and their food intake is monitored closely.
4. The Contractor's employees shall refrain from the use of profane, vulgar, derogatory, abusive or other objectionable language.
5. The possession of alcohol and/or firearms on the facility is **STRICTLY PROHIBITED**. Any Contractor employee found to be in violation of this Standard of Conduct will be removed from the Facility immediately.
6. All posted traffic regulations must be observed. The speed limit which is fifteen (15) mph. is monitored by radar. Many of our clients will wander into the path of oncoming traffic, additionally, they are often unsteady on their feet. Maintaining control of your vehicle and driving at a safe speed at all times is of the utmost importance.
7. Vehicles are to be kept locked at all times! **NEVER** leave a vehicle or any piece of equipment, unattended when running. **NEVER** leave keys in vehicles.
8. The Contractor is responsible for barricading and/or covering any excavations as well as any other dangerous conditions, especially when unattended. The Contractor is also responsible for securing all tools and equipment to prevent Client access.
9. The Contractor will ensure that his/her employees conform to all Facility/State regulations, including the Agency Smoke-Free Buildings Policy. (No one is to smoke inside any building.)
10. Special precautions are necessary when working in occupied buildings. When using flammable liquids and adhesives, toxic materials, combustible solvents or paints, manufacturer instructions are to be strictly followed, (such as opening windows, providing fans for adequate ventilation, etc.) All OSHA & EPA guidelines governing the use of such products must also be adhered to. Any questionable products must first have the approval of the Agency prior to use. Under no circumstances should such products be stored on Agency Buildings/Property. Additionally, if cutting or welding is necessary, precautions must be followed as described in OSHA 1910.252(3)(ii).
11. The Contractor shall provide the Building and Grounds Office an updated list of personnel and sub-contractors. The Contractor will make adequate arrangements to receive, store and sign for all deliveries of material and equipment. Contractor shall make adequate arrangements for disposal of all debris; debris may **not** be put in Agency dumpsters.
12. Prior to interrupting any utilities, the Buildings and Grounds Office must be notified so that they may prepare for necessary shut down notices. B & G should be given as much lead time as possible, but no less than forty-eight (48) hours, except in an emergency. (Specific time frames written in the Contract document will govern the Contractor and may vary from this 48 hour requirement.)
13. All Construction Areas are subject to inspection by the Facility Quality Assessment & Improvement Department, the Buildings & Grounds Director/Supt. and any other regulatory agency, i.e. OSHA, Fire Marshal's Office, Department of Labor and Industry.

14. When keys are needed, the B & G Office is to be contacted. If it is necessary to check out keys, the Contractor assumes the responsibility for these keys, their proper use and their return. Key security is very important. The loss of any keys will result in a cost to the Contractor of \$1.00 per key for replacement.
15. A Canteen is located on the Main level of Bldg. #50. Hot meals and sandwiches are served daily (menu posted).
16. In case of an emergency, call the CVTC Switchboard (947-6000). They will contact the Rescue Squad, Fire Department, Police, etc.